



Terms of Service for Professionals

Last Updated: September 2nd, 2021

[See terms of service for users](#)

ISSUU'S TERMS OF SERVICE ARE CHANGING. THE UPDATED TERMS OF SERVICE WILL BE EFFECTIVE SEPTEMBER 17TH, 2021. IF YOU USE OUR SERVICE AFTER THAT DATE, YOU ARE CONFIRMING THAT YOU HAVE READ AND AGREE TO THE UPDATED TERMS.

[SEE THE PREVIOUS TERMS OF SERVICE FOR PROFESSIONALS](#)

1. Introduction and publication

1.1 The following Terms of Service for the service made available by Issuu from the website www.issuu.com or the Issuu mobile and tablet app for Android and IOS and other technology or services made available by Issuu for public use (collectively the "Issuu Publisher Service") is a legal contract between you, an individual of at least 18 years of age, or a single legal entity ("You" or collectively the "Publisher"), and Issuu, Inc. ("Issuu") regarding your use of the Issuu Publisher Service (the "Terms").

1.2 As used in these Terms: the "Publications" means digital content uploaded and published on the Issuu Publisher Service in a format supported by the Issuu Publisher Service as decided by you, including but not limited to any embedded content in other formats (including film and video formats) and links to external content.

1.3 Any upload of a Publication to the Issuu Publisher Service will by default be made public worldwide, as the Issuu Publisher Service is not a storage facility.

1.4 Issuu may introduce features allowing for a restriction on the countries in which a publication is made public. You should not use the Issuu Publisher Service if you do not want to have your Publications distributed worldwide.

1.5 Contact information: Issuu, Inc., 131 Lytton Ave, Palo Alto, CA 94301, USA.

2. Accepted users

2.1 The Issuu Publisher Service is not available to persons under the age of 18 or to any users previously removed from the Issuu Publisher Service by Issuu.

2.2 Furthermore, the Issuu Publisher Service is only available to professionals, so you need to be able to provide the required information to open an account with us.

3. Subscribing organization, representation and acceptance

3.1 BY CHECKING THE "I ACCEPT THE TERMS OF SERVICE" BUTTON, YOU ASSENT TO AND AGREE TO BE BOUND BY THESE TERMS AND REPRESENT THAT YOU ACT IN YOUR CAPACITY AS A PROFESSIONAL, ARE AT LEAST THE AGE OF MAJORITY IN YOUR JURISDICTION AND HAVE NOT BEEN PREVIOUSLY REMOVED FROM THE ISSUU PUBLISHER SERVICE.

3.2 IF YOU ARE USING OR OPENING AN ACCOUNT WITH ISSUU ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY A "SUBSCRIBING ORGANIZATION") THEN YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THAT SUBSCRIBING ORGANIZATION WITH THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS AND AGREE TO THESE TERMS ON BEHALF OF SUCH SUBSCRIBING ORGANIZATION IN ACCORDANCE WITH THE UNDERTAKING IN SECTION 3.1.

3.3 Privacy

3.3.1 You are obliged to observe and comply with any privacy regulations that apply to your Publications and the display and use of the Publications for which you are responsible.

4. Notifications

4.1 When accepting the Terms, you accept that Issuu sends you service notifications within the Issuu Publisher Service, including but not limited to notifications of the need for you to upgrade your subscription plan if you want to use specific features not included in your current subscription plan. In your account settings you can decline to receive future notifications.

5. Modification or changes to the Terms and the ISSUU Publisher Service

5.1 We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms on a going-forward basis at any time by posting the amended Terms on our website for acceptance next time you log in to your account.

5.1.1 We will highlight and explain any changes, modifications, additions or removals that we believe are of importance to our contractual relationship.

5.2 Unless we state a longer notice period, changes are effective fifteen (15) days following the date when you accept the new Terms. Once accepted, the new Terms will be accessible under your account information and will also be sent to you by email. Any upload of new Publications during the notice period will also be considered an acceptance of the new Terms.

5.3 If you do not want to accept the changes, you may terminate your Subscription at any time by closing down your account.

5.4 Such changes may include, but not be limited to changes to the amount of storage space

you have on the Issuu Publisher Service at any time, the features included in a subscription plan or the technical requirements for the use of the Issuu Publisher Service.

5.5 Issuu may introduce new ways of display, transfer, reproduce, change or distribute your content without asking you for permission as you accept that your only remedy is to revoke your license. Issuu may on the other hand decide that your use of new functionality shall be subject to payment of a fee (Paid Service), in which instance any use of the new functionality and thereby use of your uploaded content is subject to your acceptance and payment of applicable fee.

5.6 We may also change or discontinue the Issuu Publisher Service in whole or in part at any time at our sole discretion, again giving you at least thirty (30) days written notice unless the change of the Issuu Publisher Service stems from legal or regulatory obligations incumbent on Issuu under the national law that you as a Publisher are subject to, or the national regulations that we are subject to.

5.7 If Issuu discontinues a Paid Service (as defined below), or you choose to terminate your Paid Service due to changed terms, Issuu may either (a) provide a pro rata refund of fees that you have prepaid for such Paid Service, or (b) continue to provide such Paid Service to you until the end of your current subscription for such Paid Service regulated by the unchanged terms.

6. Submissions of Publications and granting of license

6.1 By uploading Publications to the Issuu Publisher Service in a format supported by Issuu, you hereby accept that your Publication will be made public worldwide and distributed to the Issuu users and an unknown internet audience.

6.1.1 Issuu may introduce features that will allow you and Issuu to decide where a Publication is made public.

6.2 By uploading your Publication, you hereby grant to Issuu a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free license to host, transfer, display, perform, reproduce, distribute, and otherwise use your Publication to operate the Issuu Publisher Services in accordance with these Terms and your paid plan. This license also includes the right for Issuu to display and make your Publication available, in whole or in part (including excerpts), on the Issuu Publisher Service in association with other Publications or online advertising. The license granted by you to Issuu in this section terminates as to a specific Publication once you remove or delete such Publication from the Issuu Publication Service.

6.3 You are solely responsible for all of your uploaded Publications, including the legality of any contained advertisement, and you hereby recognize and affirm that the Issuu Publisher Service is merely providing you the means to collaborate on and make available your Publications. Accordingly, you shall be solely responsible for each of your Publications and the consequences of uploading them.

6.4 By uploading your Publications, you affirm, represent, and warrant that:

6.4.1 You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Issuu and Issuu's Users to use and distribute your

permissions to use and to authorize Issuu and Issuu's Users to use and distribute your Publications as necessary to operate the Issuu Publisher Service and exercise the licenses

granted by you in this section and in the manner contemplated by Issuu, its Users and these Terms;

6.4.2 Your Publications do not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, or (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and (ii) your Publications do not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of the Issuu Publisher Service. Violators of these third-party rights may be subject to criminal and civil liability.

6.4.3 Issuu reserves all rights and remedies against any Publishers who violate this section of the Terms.

7. Advertising on the Issuu Publisher Service

7.1 Issuu may without notice auction vacant space on the Issuu Publisher Service (the "Inventory") to display online advertisement in connection with the display of the Publications, provided that Issuu complies with relevant regulation concerning the display of advertisements to users. Any proceeds from such auction belongs to Issuu. Issuu will take steps to ensure that certain advertisers will not be accepted, including but not limited to adult content, gambling, arms, products aimed at children and political parties.

8. Prohibited Conduct

8.1 You agree not to commit any act of the following prohibited conduct:

8.1.1 use the Issuu Publisher Service for any purpose other than to upload original or appropriately licensed content and to access the Issuu Publisher Service as such services are offered by Issuu;

8.1.2 not to operate more than one account unless you have obtained the prior written permission from Issuu to have more than one active account per natural person or legal entity;

8.1.3 not to upload and publish any Publications intended for children without having made a clear declaration that the Publication is intended for children;

8.1.4 delete the copyright or other proprietary rights markings on the Issuu Publisher Service or other publishers' publications;

8.1.5 make unsolicited offers, advertisements, proposals, or send junk mail or spam to users of the Issuu Service. This includes, but is not limited to unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

8.1.6 use the Issuu Publisher Service in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary

law, including, without limitation, laws governing intellectual property and other proprietary

rights, and data protection and privacy or post, upload, or distribute any defamatory, libelous, or inaccurate Publications;

8.1.7 defame, harass, abuse, threaten or defraud users of the Issuu Publisher Service, or post, upload, or distribute any content that is unlawful or otherwise inappropriate, or collect, or attempt to collect, personal information about users or third parties without their consent, or use the content on the Issuu Publisher Service not uploaded by you for any commercial use;

8.1.8 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Issuu Publisher Service accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Issuu Publisher Service, or perform any other similar fraudulent activity;

8.1.9 hack, remove, circumvent, disable, damage or otherwise interfere with security-related features of the Issuu Publisher Service or Publications, features that prevent or restrict use or copying of any content accessible through the Issuu Publisher Service, or features that enforce limitations on the use of the Issuu Publisher Service or Publications, or intentionally interfere with or damage operation of the Issuu Publisher Service or any user's enjoyment of the Publications, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

8.1.10 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Issuu Publisher Service or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.1.11 modify, adapt, translate or create derivative works based upon the Issuu Publisher Service or any part thereof, except and only to the extent that such activity is expressly permitted by these Terms or applicable law notwithstanding this limitation; or

8.1.12 remove, obscure, block, hide or otherwise alter the display of any advertising (or any parts or aspects thereof) Issuu brand elements, including logos, trademarks, service marks or other Materials displayed by Issuu in connection with the Issuu Service in any manner whatsoever, regardless of your use of the embedding functionality of the Issuu Service to display authorized content on your or other third-party sites.

9. Copyright infringement allegations

9.1 It is Issuu's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act or similar legislation worldwide.

9.2 If we receive notice that your Publication(s) (or some of it) infringes third-party rights, we will take down your uploaded Publication, if the notice in our responsible opinion is sufficiently substantiated. We may take down your Publication without becoming liable for any losses or damage that you may sustain due to the take down.

9.3 If we take your uploaded Publication down, we will inform you of the take down and grant you the opportunity to prove that you have complied with section 6.4.

9.4 If we are satisfied that you have complied with section 6.4, we may allow you to upload the Publication again, but we are not obliged to do so unless all disputed content has been removed.

9.4.1 Any subsequent upload of the infringing content in a Publication taken down by us, or upload in a new Publication without our permission will be considered a material breach of these Terms.

9.4.2 Any costs associated with handling a takedown notice shall be borne by you, and you shall indemnify us and hold us harmless.

9.5 Issuu may without notice terminate any Publisher's access to the Issuu Publisher Service if that Publisher is determined by Issuu to be a "repeat infringer".

9.5.1 A repeat infringer is a Publisher who has been notified by Issuu of infringing activity violations more than twice, or who has had Publications removed from the Issuu Publisher Service more than twice.

9.6 We may introduce technologies that are aimed at detecting copyright infringements in connection with uploads and other measures to ensure that publications are only uploaded in accordance with the regulations in these Terms and applicable copyright laws. Such technologies shall not relieve you of your responsibilities for copyright infringements.

10. Application Protocol Interfaces

10.1 As part of the Issuu Publisher Service, Issuu may as a service provide application protocol interfaces (the "API") to allow you or and independent third party to integrate with the Issuu Publisher Service and exchange data.

10.2 Issuu makes no representations or warranties whatsoever regarding any API or any quality of service available via any API.

10.3 Issuu may restrict usage limits: (i) you will not modify any content accessed via that API; (ii) Issuu may terminate or deprecate any service or functionality available via an API at any time without notice or liability; and (iii) use of some APIs may require obtaining an API key from Issuu, and Issuu may disable any key at any time without notice or liability.

10.4 To the extent you access or otherwise use any third party API, such access may be governed by such third party's terms of service for such API. Without limiting the foregoing, to the extent you access or otherwise use the YouTube API, the [YouTube Terms of Service](#) shall apply and you agree to be bound by such terms.

11. Indemnification

11.1 You agree to indemnify Issuu, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Issuu Service, any violation by you of these Terms, or any breach of the representations, warranties, and

violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you in these Terms. Issuu reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Issuu, and you agree to cooperate with Issuu's defense of these claims. Upon notice of any impending claim, action or proceeding, Issuu will use reasonable efforts to notify of any indemnification obligation.

12. Fees and Payment

12.1 Issuu may offer you access to the most basic feature to enable you to upload Publications to the Issuu Publisher Services free of charge ("Basic Plan"). We reserve the right, at our discretion, at any time to discontinue offering a plan free of charge.

12.2 To access more than the basic features of the Issuu Publisher Service, you must subscribe to the paid subscription plan (the "Paid Service").

12.3 You will have the opportunity to review and accept the fees that you will be charged before using a Paid Service. You will also have the opportunity to review and accept the minimum term for the subscription plan, the renewal term and the applicable termination notice in accordance with section 13.1.

12.4 Unless otherwise stated, all fees are quoted in US-dollars (USD) without applicable taxes.

12.5 You are solely responsible for paying all fees and applicable taxes associated with your Issuu Publisher Service account in a timely manner with a valid payment method.

12.6 By electing to purchase or otherwise use a Paid Service, you authorize Issuu or its third-party payment processor(s) to charge the Payment Method you identify, which you represent and warrant that you are authorized to use, in the amount of all applicable fees for that Paid Service, plus applicable taxes, on or after the applicable date of payment as set forth in this Section 12.7 and Section 12.8 ("Payment Date"). For purchases of one-time Paid Services (i.e. Paid Services that are not subscriptions), your Payment Date will be the date that you purchase the Paid Service. For purchases of subscription Paid Services, your Payment Date(s) will be each "Subscription Billing Date," as described in Section 12.8 below. If your Payment Date is not a business day, we may charge your Payment Method on the subsequent Business Day or any time thereafter. Your Payment Method will be charged automatically on or after the Payment Date for the amount of all applicable fees for the Paid Service for the next month or year, as applicable, plus applicable fees and taxes.

12.7 Your "Subscription Billing Date" is determined by the date when you purchase your first subscription to a Paid Service. For example, if you purchase your first subscription to a Paid Service on January 10th: (1) if the subscription is monthly, your Subscription Billing Date will be January 10 th , and each subsequent Subscription Billing Date will be the 10th of each subsequent month; (2) if your subscription is annual, your Subscription Billing Date is January 10th of each subsequent year. For each subsequent subscription you purchase for a Paid Service: (A) if the subscription is monthly, the first Subscription Billing Date will be the date of purchase (and your Payment Method will be charged in a pro-rated amount as set forth in Section 12.9). and each subsequent Subscription Billing Date will be the 10 th of each month. If

you purchased the subscription before the 10th of the month, you may be charged twice in

one month; and (B) if the subscription is annual, your first Subscription Billing Date will be the date of purchase (and your Payment Method will be charged in a pro-rated amount as set forth in Section 12.9), the second Subscription Billing Date will be the next Subscription Billing Date of your existing Paid Service(s), and each subsequent Subscription Billing Date will be the same date of each subsequent year. If your Subscription Billing Date typically would fall on the 29th, 30th or 31st of the month, and a given month does not have a 29th, 30th or 31st, we may charge your Payment Method on or after the last business day of that calendar month.

12.8 If you purchase a new subscription to a Paid Service in between your Subscription Billing Dates for your existing Paid Service(s), we may charge your Payment Method in a pro rated amount of the subscription fee, based on the number of days between the purchase date and the next applicable Subscription Billing Date. Then, on each subsequent Subscription Billing Date, your subscription will renew automatically and your Payment Method will then be charged the full periodic subscription fee for the next month or year, as applicable, unless you cancel your subscription before this Subscription Billing Date.

12.9 You acknowledge and agree that any credit card and related billing and payment information that you provide to Issuu may be shared by Issuu with companies who work on Issuu's behalf, such as payment processors, effecting payment to Issuu and servicing your account.

12.9.1 Additional terms and conditions may apply to your payment, as set forth in the agreements between you and the financial institution providing your selected Payment Method. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. It is your responsibility to check with your bank and credit card issuers for details.

12.9.2 If your Payment Method for any Paid Service fails, or your payment is returned unpaid for insufficient funds, we may re-submit the transaction up to two additional times, subject to applicable law. If your account is past due, (i) your account may be declared in default, your entire balance may be accelerated, and you must pay all amounts due on your Issuu account upon our demand. Subject to applicable law, you authorize Issuu to charge any other Payment Method you have on file with us for the total amount you owe us. Issuu may also collect fees owed using other collection mechanisms, such as third-party collection agents. If you fail to make a payment by the applicable Payment Date for any reason, Issuu reserves the right to suspend, restrict or terminate your access to one or more Issuu Services or your account with Issuu. Upon any such termination, you will remain obligated to pay all outstanding fees and charges relating to your account and your use of the Issuu Service before termination.

12.10 Any fees charged to your account are non-refundable except as expressly stated in these Terms.

12.11 If you would like to dispute any payment or charge to your Issuu account or Payment Method, you must contact us IMMEDIATELY using the [Issuu Help Center](#) unless we cancel your subscription, you are not entitled to a refund of any subscription fees that were already

charged for a subscription period that has already begun. Refunds (if any) made pursuant to a dispute are at the discretion of Issuu, unless required by applicable law or payment network rules. You may have additional rights to dispute a charge to your Payment Method under your agreement with your financial institution that provides your Payment Method.

12.12 You are responsible for paying any governmental taxes imposed on your use of the Issuu Services, including sales, use, or value added taxes. If requested, you will promptly furnish to Issuu the applicable receipts or certificates regarding such remittances as soon as reasonably practicable. To the extent that Issuu is obligated to collect such taxes, Issuu will charge your Payment Method or otherwise add the applicable information to your billing account.

13. Termination of your Paid Service

13.1 For any subscription to a Paid Service, such subscription will automatically renew on each Payment Date applicable to that subscription, unless and until you cancel your subscription before the next Payment Date for that subscription through your account, or until we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next period's (i.e. month's or year's) subscription fees to your Payment Method. We will bill the periodic subscription fee to the Payment Method that you provide to us during registration (or to a different Payment Method if you change your account information).

14. Issuu's Digital Sales Terms

14.1 Issuu's Digital Sales Service (the "Digital Sales") is intended for Publishers who wish to charge a fee to consumers of their Publications via the Issuu Publisher Service (the "End Users").

14.2 Your use of the Digital Sales is, in addition to the regulation in these Terms, subject to any and all additional terms, policies, rules, or guidelines applicable to the Digital Sales or certain features of the Digital Sales that we may post on or link to on the Issuu Publisher Service in connection with an upgrade to additional features.

14.3 Paid Purchases

14.4 Access to your Publications for which you charge End Users a fee is referred to as a "Paid Purchase". A Paid Purchase may be a purchase of a single edition of a Publication or a subscription to a Publication (the "Paid Subscription").

14.5 It is your responsibility to set the terms of Paid Purchases, such as duration, price, etc., and to contract directly with End Users regarding such terms via an enforceable agreement (the "End User Agreement").

14.5.1 You understand and agree that all End Users must have an active and valid account to use the Issuu Service; your agreement with End Users shall require the End User to confirm this and shall not modify or effect in any way the End User's account with Issuu.

14.6 Pricing, Delivery and Updates

14.6.1 You are solely responsible for setting the price of a Paid Purchase. You will be required to permit End Users to access a free preview of your Publications. After a Paid Purchase for a

to permit End Users to access a free preview of your Publications. After a Paid Purchase for a

Publication is purchased by an End User, you may delete the preview and suspend the Paid Purchase.

14.6.2 Issuu may, however, at its discretion, continue to serve the content of the Paid Purchase for up to one (1) year and, following such time, may provide such content to the End User in PDF or other static format.

14.6.3 You may re-upload a Publication that has been removed or update an existing Publication (such re-load or update is referred to as an “Update”).

14.6.3.1 Any Update you provide, may be provided without notice to End Users with existing Paid Purchases. If you do not want End Users with existing Paid Purchases to receive an Update, you must upload the Update as a new, separate and distinct file and not as an update to a file for an existing Publication.

14.7 Issuu Fees

14.7.1 You shall pay to Issuu a fee for each Paid Purchase as set forth in these Digital Sales Terms (the “Issuu Fee”). As Digital Sales is currently structured, the Issuu Fee will be paid via the process described in section X below.

14.7.2 Issuu may, at its discretion, allow you to participate in a free trial of Digital Sales, for a certain period of time. The time period of such free trial is referred to as the “Digital Sales Trial Period”. During the Digital Sales Trial Period, you may sell Paid Subscriptions. If, at the end of the Digital Sales Trial Period, you do not continue the paid Digital Sales Service in standard (paying) mode, Issuu will: (a) convert any of your subscriptions to Publications to single edition purchases of the Publications; (b) revert all of your Paid Subscriptions to free; and (c) deduct the Issuu Fee from the proceeds of your sales of Paid Subscriptions during the Trial Period.

14.8 Billing and Payment Process

14.8.1 Issuu will use a third-party billing provider such as Stripe (the “Third-Party Billing Platform” or the “Platform”) to facilitate the payment flow for Digital Sales. Accordingly, Issuu will have a “parent” Platform account with connected “child” Platform accounts for each publisher using Digital Sales, including you. You will create your own “child” Platform account, which will enable End Users to make Paid Purchases from you. T You will be required to grant Issuu access to your “child” Platform account. When an End User makes a purchase from your “child” Platform, the End User must authorize the Third-Party Billing Platform (or its bank or service provider) to charge their selected payment method. End User billing information will be stored on both the Issuu “parent” account and your “child” account. However, no confidential credit card information will be made available to Issuu. A Paid Purchase transaction will be processed via the following steps:

14.8.1.1 Step 1: End User purchases a Paid Purchase via a web page on the Issuu Service that is connected to the Platform.

14.8.1.2 Step 2: The Platform processes the order by charging the End User’s Payment Method for the purchase price plus any applicable fees and taxes (“End User Payment”), debiting the

Issuu Fee from the End User Payment and transferring it to Issuu's Platform account, deducting the Platform's fee for the transaction from the End User Payment, and sending the remaining amount of the End User Payment (the "Publisher Proceeds") to you.

14.9 End User Agreement Requirements

14.9.1 You agree that Issuu shall have no responsibility for billing End Users, and that Issuu shall have no liability to you or to any End User for any error in billing or failure to bill for Paid Purchases.

14.9.2 You shall be responsible for collecting payment authorizations from the End User, authorizing Platform (or its financial institution or service provider) to charge the End User's selected Payment Method for the amount of the transaction, on the date(s) agreed to by you and End User.

14.9.3 You shall be responsible for, and shall appropriately document in the End User Agreement, the billing relationship between you and End Users for Paid Purchases.

14.9.4 Without limiting the foregoing, you shall ensure that the End User Agreement expressly states that Issuu will not be the merchant of record for Paid Purchases.

14.9.5 Your End User Agreement and your treatment of End Users (including but not limited to the collection, use and disclosure of their information) shall comply with all applicable laws and regulations.

14.9.5.1 Without limiting the foregoing, you shall ensure that you publish and comply with a privacy policy that clearly informs End Users of how their information, including but not limited to billing information, will be collected, used and disclosed and complies with all applicable laws and regulations.

14.10 Taxes

14.10.1 If the End User is located in a jurisdiction for which sales tax, value added tax or other tax (each a "Tax") is required to be levied on such End User's Paid Purchase, you are responsible for adding the appropriate amount of Tax to the price that you set for such Paid Purchase. You are also responsible for all other taxes, including taxes on your net income. In addition to your indemnification obligations in the TOS, you shall fully indemnify Issuu for any failure to correctly charge and collect the appropriate applicable Tax or for any tax liability of Issuu resulting from your negligence or intentional misconduct or from your breach of these Digital Sales Terms.

14.11 Refunds

14.11.1 Issuu will forward to you requests by End Users for exchanges, refunds and similar requests. You are responsible for determining the appropriate resolution of each such request, in accordance with applicable law, payment network rules, and these Terms of Service. You will not receive Publisher Proceeds for orders for which refunds are issued.

14.11.2 You agree to cooperate and provide information Issuu may reasonably require to respond to chargebacks and other communications Issuu may receive from payment networks

or governmental authorities concerning End User payments.

14.12 Access Codes

14.12.1 For Publishers

14.12.1.1 As a Publisher you may choose to generate free or discounted access codes (the "Access Codes") for use by customers.

14.12.1.2 Access Codes may grant Users free access or discounted access to the applicable content.

14.12.1.3 Each Access Code must (a) have an expiry date (to the extent permitted by law); and (b) state whether or not the Access Code can be used only once or an unlimited number of times.

14.12.1.4 As a Publisher you may distribute the Access Codes as you choose, for example to your print subscribers or via email to selected individuals.

14.12.1.5 Without limiting any obligations under the Issuu Terms of Service, the Publishers must comply with all applicable laws related to the creation, use, distribution, and redemption of Access Codes, including all applicable privacy and gift certificate laws and regulations.

14.12.2 For Users

14.12.2.1 Users of the Issuu Service who receive an Access Code may redeem them via:

14.12.2.1.1. which subsequently redirects the user to the publication and the option to access it for free or at the discounted price, or

14.12.2.1.2. a URL provided by the publisher, which will send the User directly to the publication.

14.12.2.2 For Access Codes entitling the User to free access, instead of inputting credit card details or other appropriate Payment Method, the Users must enter the Access Code.

14.12.2.3 For Access Codes entitling the User to discounted access, the Users must enter the Access Code in addition to credit card details or other appropriate Payment Method.

15. Reservation of Rights – upgrade of the Issuu Publisher Service

15.1 Issuu reserves all rights not expressly granted in these Terms. You acknowledge that Issuu may automatically issue upgraded versions of the Issuu Publisher Service and, accordingly, may upgrade the version of the Issuu Publisher Service that you are using.

15.2 Issuu reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Issuu Publisher Service, including technological barriers.

15.3 The failure of Issuu to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Issuu. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and

enforceability of any remaining provisions. These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by Issuu without restriction. Any assignment attempted to be made in violation of these Terms shall be void. The use of the word “included” is intended to mean “included but not limited to” unless expressly stated otherwise. Upon termination of these Terms, any provision which, by its nature or express terms, should survive, will survive such termination or expiration, including sections 1 through 3, and 11 through 20. Heading references are for convenience purposes only and do not constitute a part of these Terms and will not be deemed to limit or affect any of the provisions hereof. These Terms, together with the Privacy Policy and any other agreements incorporated by reference, are the entire agreement between you and Issuu relating to the subject matter described in these Terms and will not be modified except in writing, and signed by both parties, or by a change to these Terms made by Issuu as set forth above.

16. Disclaimer of Warranties

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18.5 You understand and agree that, by entering into these Terms, you and Issuu are each waiving the right to a trial by jury or to participate in a class action.

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18.9 These Terms and any action arising out of these Terms or your use of the Service, whether interpreted in a court of law or in arbitration, will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted under these Terms, you and Issuu agree to the personal and exclusive jurisdiction in the state and federal courts in San Francisco, California.

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